

sell, convert, assign, convey, exchange, transfer and dispose of any and all such investments during the continuance of the trust hereby created.

In making investments and reinvestments, the Trustee is fully authorized and empowered to make the same in such manner as to it in its sole discretion shall seem fit and proper, it being the true intent and meaning hereof that said Trustee, in making such investments and reinvestments, shall be in no wise restricted or limited to such investments as under the laws of the United States of America or of Pennsylvania, or of any other State, are recognized or authorized as proper investments for trust funds; but on the contrary, such Trustee shall be at liberty to invest in and purchase stocks, bonds, securities or other personal property, interests or rights of any character, as to such Trustee, in its discretion, shall seem to be fit, proper, safe and wise investments.

ARTICLE III.

The Trustee may, in its sole discretion, cause the securities which may from time to time comprise the trust fund, or any part thereof, to be registered in its name as Trustee hereunder, or in its own name, or in the name of its nominee, or to take and keep the same unregistered, and to retain them or any part thereof, in such condition that they will

-5-

pass by delivery.

ARTICLE IV.

Said Trustee shall never be required to give bond or other security in pursuance of any power herein given, because of non-residence in any State or jurisdiction wherein it may be necessary to perform any act with reference to said trust estate.

ARTICLE V.

The said Trustee is also authorized and empowered, in its discretion, to vote in person or by proxy on all stocks held by it or by said trust estate, to unite with other owners of similar property in carrying out any plan for the reorganization of any corporation, to exchange the securities of any corporation for others issued by the same or any other corporation, and to subscribe for and exercise any rights with reference to any stock of any corporation, on such terms as said Trustee shall deem proper, and generally to unite with other owners of similar property in carrying out any plan or plans which in the discretion of the Trustee shall seem to be for the best interests of said trust.

ARTICLE VI.

Said Trustee is further fully authorized and empowered

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to pay any and all assessments, subscriptions and other sums of money as it may deem expedient or necessary for the protection of such trust estate, and its interests as holder of any stocks, bonds or other securities of any such corporation or company, and generally to exercise in respect to all securities held by it or owned by said trust estate, all the same rights, powers or privileges as are or may be exercised by persons holding similar property in their own right.

ARTICLE VII.

Said Trustee is fully authorized and empowered to manage and control the said trust estate and to exercise all the powers necessary to that end.

ARTICLE VIII.

All cash dividends and/or disbursements exceeding ten percentum (10%) per annum which shall be distributed by any corporation, and all stock dividends - that is, dividends payable in stock in any corporation - which shall be received by the Trustee hereunder, on account of its ownership from time to time of any stock or security, shall be considered by it as wholly a distribution of principal or corpus and not as income, and as such shall

-7-

go to and become a part of the principal or corpus of said trust estate.

ARTICLE IX.

In case of securities taken or purchased for the trust fund at a premium, the Trustee shall not be required to set aside any part of the income thereof as a sinking fund to retire or absorb such premium, or to make any other provision for such depreciation in the value of the securities constituting the trust fund by reason of the approaching maturity of said securities or otherwise. In case of the sale of any securities of the trust fund at a premium or profit, such premium or profit shall become a part of the corpus and not income.

ARTICLE X.

The Trustee is further fully authorized and empowered from time to time to borrow such sum or sums of money as may be necessary or required to pay taxes of any kind, to pay subscription rights, and/or carry out any of the terms of this agreement; to make, execute and deliver any note or notes necessary for that purpose, and to pledge and hypothecate such securities of the trust estate as may be necessary or required to secure the payment of any money so borrowed.

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500-022

DEED OF TRUST

JOHN MARSHALL LOCKHART

to

THE UNION TRUST COMPANY OF PITTSBURGH,
PENNSYLVANIA

THIS INDENTURE made as of the 5th day of August, 1935, between JOHN MARSHALL LOCKHART, a citizen of the Commonwealth of Pennsylvania and a resident of the City of Pittsburgh, Allegheny County, in said Commonwealth, party of the first part, and THE UNION TRUST COMPANY OF PITTSBURGH, a corporation of the State of Pennsylvania, having its principal office and place of business in the City of Pittsburgh, Allegheny County, Pennsylvania, hereinafter sometimes called the "Trustee", party of the second part.

WHEREAS, the party of the first part hereto desires to create a trust of the property and for the purposes hereinafter mentioned,

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in consideration of the premises, the mutual covenants herein contained, and of other good and valuable considerations, and of

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the sum of One (\$1.00) Dollar to him in hand paid by the party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, the party of the first part has granted, conveyed, assigned, set over and delivered, and by these presents does grant, convey, assign, set over and deliver unto said party of the second part, its successors and assigns, the property and securities itemized and described in a Schedule marked Schedule "A", hereto attached and made a part hereof, as fully and effectually as if it were set forth in this agreement, which schedule has been identified by the signatures of the parties hereto.

TOGETHER with the appurtenances and all the estate, right, title, interest, claim, demand and equity whatsoever of the party of the first part thereto.

TO HAVE AND TO HOLD all and singular said property and/or securities unto said party of the second part, its successors and assigns, IN TRUST NEVERTHELESS, for and upon the following uses, ends, intents and purposes, and under and subject to the terms, conditions, powers, limitations and agreements hereinafter set forth:

ARTICLE I

To take, receive, hold, manage, sell, exchange, invest and reinvest the same and every part thereof, in the man-

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ner hereinafter specified, and to collect, recover and receive the rents, issues, interest, income and profits thereof, hereinafter called "Income", and to pay, hold, apply and dispose of the "Income" from time to time in the following manner:

(a) To the payment of commissions and compensation of the Trustee, reasonable attorney fees and the proper and necessary expenses in the administration of the trust.

(b) To pay to the ALLEGHENY GENERAL HOSPITAL, a corporation established under the laws of the State of Pennsylvania, and to its lawful successor or successors forever, the net income of said trust estate, said payments of income to be made at least semi-annually.

ARTICLE II

The Trustee is authorized and empowered to retain, subject to the provisions hereof, any and all of the property and securities herein turned over to it in their present form, so long as it shall seem fit and proper so to do, or it may, in its discretion, at any time or from time to time, change the condition thereof by collecting or calling in the same or any part thereof, or by selling, converting, assigning, exchanging, transferring, or in any other way disposing of the same or any part thereof, at such price or prices, and upon such terms as to it shall seem fit and proper, and the pro-

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ceeds thereof to invest and reinvest in any kind of property, real or personal, and/or in mortgages, stocks, bonds and other securities, corporate, public or private, with like power at any time or from time to time to again change, collect, call in, sell, convert, assign, convey, exchange, transfer and dispose of any and all such investments during the continuance of the trust hereby created.

In making investments and reinvestments, the Trustee is fully authorized and empowered to make the same in such manner as to it in its sole discretion shall seem fit and proper, it being the true intent and meaning hereof that said Trustee, in making such investments and reinvestments, shall be in no wise restricted or limited to such investments as under the laws of the United States of America or of Pennsylvania, or of any other State, are recognized or authorized as proper investments for trust funds; but on the contrary, such Trustee shall be at liberty to invest in and purchase any kind of property, real or personal, stocks, bonds, securities or other personal property, interests or rights of any kind and character, as to such Trustee, in its discretion, shall seem to be fit, proper, safe and wise investments.

ARTICLE III

The Trustee may, in its sole discretion, cause the securities which may from time to time comprise the trust fund, or any part thereof, to be registered in its name as Trustee

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8/5/35
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hereunder, or in its own name, or in the name of its nominee, and need not add any words showing the fiduciary character of itself or such nominee, or to take and keep the same unregistered, and to retain them or any part thereof, in such condition that they will pass by delivery.

ARTICLE IV

Said Trustee shall never be required to give bond or other security in pursuance of any power herein given, because of non-residence in any State or jurisdiction wherein it may be necessary to perform any act with reference to said trust estate.

ARTICLE V

The said Trustee is also authorized and empowered, in its discretion, to vote in person or by proxy on all stocks held by it or by said trust estate, to unite with other owners of similar property in carrying out any plan for the reorganization of any corporation, to exchange the securities of any corporation for others issued by the same or any other corporation, and to subscribe for and exercise any rights with reference to any stock or securities of any corporation, on such terms as said Trustee shall deem proper, and generally to unite with other owners of similar property in carrying out any plan or plans which in the discretion of the Trustee shall seem to be for the best interests of said trust.

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ARTICLE VI

Said Trustee is further fully authorized and empowered to pay any and all assessments, subscriptions and other sums of money as it may deem expedient or necessary for the protection of such trust estate, and its interests as holder of any stocks, bonds or other securities of any such corporation or company, and generally to exercise in respect to all securities held by it or owned by said trust estate, all the same rights, powers or privileges as are or may be exercised by persons holding similar property in their own right.

ARTICLE VII

Said Trustee is fully authorized and empowered to manage and control the said trust estate and to exercise all the powers necessary to that end.

ARTICLE VIII

In case of securities taken or purchased for the trust fund at a premium, the Trustee shall not be required to set aside any part of the income thereof as a sinking fund to retire or absorb such premium, or to make any other provision for such depreciation in the value of the securities constituting the trust fund by reason of the approaching maturity of said securities or otherwise. In case of the sale of any securities of the trust fund at a premium or profit, such

JMW'B
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premium or profit shall become a part of the corpus and not income.

ARTICLE IX

The Trustee is further fully authorized and empowered from time to time to borrow such sum or sums of money as may be necessary or required to pay taxes of any kind, to pay subscription rights, and/or carry out any of the terms of this agreement; to make, execute and deliver any note or notes necessary for that purpose, and to pledge and hypothecate such securities of the trust estate as may be necessary or required to secure the payment of any money so borrowed.

ARTICLE X

The party of the first part hereby irrevocably transfers to the Trustee for the purposes herein set forth, all his right, title, claim and interest of any kind whatsoever in and to the property and securities hereby turned over and the income therefrom, and has and by these presents does divest himself of all interest and title thereto. This trust as hereby constituted with respect to disposition both of income and corpus in whole or in part is irrevocable and no power to alter, modify, revoke or amend the same in any respect is retained by the party of the first part or by the Trustee. Neither the party of the first part nor his estate shall ever be a beneficiary of the corpus or income of said

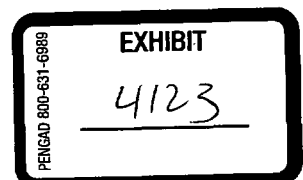
EXHIBIT 4123

AHERF
06/30/97

Working Paper Name: City Avenue Hospital Opening Balance Sheet Analysis
 Working Paper Reference: 0026-401
 Working Paper Type III: Created in Notes

<u>Account</u>	<u>Work Performed</u>
Cash Concentration 1001100	C&L traced and agreed 6/30/97 balance to the CoreStates bank Statement dated 6/30/97. Per Sam Yanez, this account has been ZBA'd, and is no longer in use.
A/R	Please see W/P 26-403
PP&E	See valuations.
Trade A/P 4101001	Per Sam Yanez, this account is used for the trade A/P in the City Avenue system. This is now being converted into AHERF's ESI system. Therefore, the balance has decreased by \$1.9 million since the date from 5/1/97 to 6/30/97 C&L performed detail testing of A/P as part of its's year end audit procedures. See W/P 71-1 for detail testing
Accrued A/P 4102000	Per Sam Yanez,s this amount represents A/P item that have not been entered into the A/P system as of the acquisition date. City Avenue was extremely behind in entering the invsoices into the A/P system. Therefore, the balance in the account has decreased by \$1.9 million from 5/1/97 to 6/30/97.
Current Portion of LOC 4400000	Per Sam Yanez, this Line of Credit was used by City Avenue for everyday cash needs. Transactions were initiated daily to either borrow from or pay down the line of credit. This credit line was paid off in June.
C/P Pre 11/95 Wor.Com.TR 4310002	C&L traced and agreed 4/30/97 account balance to the detail account analysis, noting no unusual items, or exceptions.
Noncurr Liab. Malp. 532000	C&L traced and agreed 4/30/97 account balance to the detail account analysis, noting no unusual items, or exception
LT Loan - PCOM 5509150	Per Sam Yanez, this loan is the amount owed for the Purchase of City Ave. from the Phialdelphia College of Osteopathic Medicine. C&L traced and agreed amount to the amortization schedule and the imputed interest calculation. No exception noted.

CL 013039



Purchase Price Adjustments (Goodwill) 2501900	Net Loss before coming into SDN (10/31/96).....\$12548 Additional bad debt reserve\$8,000 Net Loss from 10/31/96 - 4/30/97(prior to coming into AHERF..... <u>\$10,083</u> Purchase Price Adj @ 5/1/97.....\$30,631 Additional Bad Debt reserve for all payers.....\$699 Additional A/P Accrual..... <u>\$1,500</u> Goodwill Balance @ 6/30/97.....\$32,830 66.1 C&L traced and agreed the 10/31/96 balance and the 6/30/97 balance to the amortization schedule. C&L examined the amortization schedule noting that the calculation appears to be reasonable.

☒ **Completed**
Completed By:
Last Modified By:

 Anthony R. Carrabba
 Christa L. Porter

Date: 08/21/97 03:49:46 PM
Date: 09/10/97 04:31:14 PM

☐ **Reviewed**

 Christa L. Porter
 Christa L. Porter

☐ **Approved**
Modification History:

 Christa L. Porter
 Kristen Heinlein
 Dana Bleckman
 Anthony R. Carrabba

CL 013040

0026-401 - City Avenue Hospital Opening Balance Sheet Analysis - S. - Lotus Notes											
File Edit View Create Actions Window Help											
LI Loan - PCOM 5509150	Per Sam Yanez, this loan is the amount owed for the Purchase of City Ave. from the Phialdelphia College of Osteopathic Medicine. C&L traced and agreed amount to the amortization schedule and the imputed interest calculation. No exception noted.										
Purchase Price Adjustments (Goodwill) 2501900	<table> <tr> <td>Net Loss before coming into SDN (10/31/96).....</td><td>\$12548</td></tr> <tr> <td>Additional bad debt reserve</td><td>\$8,000</td></tr> <tr> <td>Net Loss from 10/31/96 - 4/30/97(prior to coming into AHERF.....</td><td>\$10,083</td></tr> <tr> <td>Purchase Price Adj @ 5/1/97.....</td><td>\$30,631</td></tr> <tr> <td>Additional Bad Debt reserve for all payers.....</td><td>\$699</td></tr> </table> <p>AHERF management analyzed the bad debt allowance as of 4/30/97, and decided that additional reserve was needed for all third party payers. The A/R reserve percentages are consistent with the monthly bad debt reserve calculations. Refer to to the A/R bad debt reserve analysis on W/P 53-44</p> <p>the amortization schedule. C&L examined the amortization schedule noting that the calculation appears to be reasonable.</p>	Net Loss before coming into SDN (10/31/96).....	\$12548	Additional bad debt reserve	\$8,000	Net Loss from 10/31/96 - 4/30/97(prior to coming into AHERF.....	\$10,083	Purchase Price Adj @ 5/1/97.....	\$30,631	Additional Bad Debt reserve for all payers.....	\$699
Net Loss before coming into SDN (10/31/96).....	\$12548										
Additional bad debt reserve	\$8,000										
Net Loss from 10/31/96 - 4/30/97(prior to coming into AHERF.....	\$10,083										
Purchase Price Adj @ 5/1/97.....	\$30,631										
Additional Bad Debt reserve for all payers.....	\$699										
1375 unread document(s) remaining 60 C&L Office											

CL 013041


0026-301 - Parkview Opening Balance Sheet Analysis - 5 - Lotus Notes	
File Edit View Create Actions Window Help	
5505130	agreed amount to the amortization schedule and the imputed interest calculation. No exception noted.
Purchase Price Adjustments	(Amount in thousands)
(Goodwill)	Net Loss before coming into SDN (10/31/96).....\$8,365
2501900	Additional bad debt reserve\$8,000
<p>Prior experience with the Delaware Valley entities led to the \$50 million reserve for bad debts. AHERF management believed that when the DV entities were brought into the AHERF system, the entities did not have sufficient reserves on their books for bad debts. Therefore, management wanted to have sufficient reserves for The Graduate Hospitals when they were brought into AHERF. AHERF management discussed this decision with the C&L partner who agreed that a reserve should be established.</p> <p>the amortization schedule. C&L examined the amortization schedule noting that the calculation appears to be reasonable.</p>	
<div>60 C&L Office</div>	

0026-301 - Parkview Opening Balance Sheet Analysis - S. - Lotus Notes	
File Edit View Create Actions Window Help	
5509150	agreed amount to the amortization schedule and the imputed interest calculation. No exception noted.
Purchase Price Adjustments	(Amount in thousands)
(Goodwill) 2501900	<p>Per discussion with Sam Yanez, this amount relates to accruals for expenses that have not come through the a/p system yet. This amount was determined by the accountants going through each cost center and realizing the usual monthly charges that come through. When Parkview came into AHERF, this process was performed and any recurring invoices that had not been received and recorded in A/P. This process needed performed because there were no manual accruals before coming into AHERF and if an invoice wasn't received, the expense was never booked.</p> <p>Per Sam, these amounts were booked permanently to this acct and when the invoice does arrive, this acct will be reduced. C&L notes that many of the accruals are for older charges and may represent additional cushion. Sam also admits that some things may turn into cushion.</p>

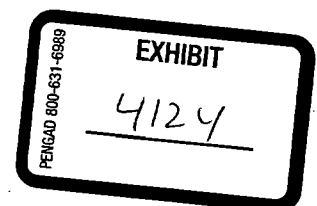
CL 013043

EXHIBIT 4124

AHERF
06/30/97

Working Paper Name: City Avenue Hospital Opening
Balance Sheet Analysis
Working Paper Reference: 0026-401
Working Paper Type  Created in Notes

<u>Account</u> <u>Performed</u>	<u>Work</u>
Cash Conce ntrati on 1001 100	C&L traced and agreed 6/30/97 balance to the CoreStates bank Statement dated 6/30/97. Per Sam Yanez, this account has been ZBA'd, and is no longer in use.
A/R	
PP& E	
Trade A/P 4101 001	Per Sam Yanez, this account is used for the trade A/P in the City Avenue system. This is now being converted into AHERF's ESI system. Therefore, the balance has decreased by \$1.9 million since the date from 5/1/97 to 6/30/97
Accru ed A/P 4102 000	Per Sam Yanez,s this amount represents A/P item that have not been entered into the A/P system as of the acquisition date. City Avenue was extremely behind in entering the invsoices into the A/P systsem. Therefore, the balance in the account has decreased by \$1.9 million from 5/1/97 to 6/30/97.
Curre nt Portio n of LOC 4400 000	Per Sam Yanez, this Line of Credit was used by City Avenue for everyday cash needs. Transactions were initiated daily to either borrow from or pay down the line of credit. This credit line was paid off in June.
C/P Pre 11/9	C&L traced and agreed 4/30/97 account balance to the detail account analysis,



**JD-HIPKISS CLASS
DISK**

5 Wor.C om.T R 4310 002	noting no unusual items, or exceptions.
Nonc urr Liab. Malp. 5320 00	C&L traced and agreed 4/30/97 account balance to the detail account analysis, noting no unusual items, or exception
LT Loan - PCOM 5509 150	Per Sam Yanez, this loan is the amount owed for the Purchase of City Ave. from the Phialdelphia College of Osteopathic Medicine. C&L traced and agreed amount to the amortization schedule and the imputed interest calculation. No exception noted.
Purch ase Price Adjust ments (Good will) 2501 900	<p>Net Loss before coming into SDN (10/31/96).....\$12548</p> <p>Additioinal bad debt reserve for DV A/R.....\$8,000</p> <p>Net Loss from 10/31/96 - 4/30/97(prior to coming into AHERF.....<u>\$10,083</u></p> <p>Purchase Price Adj @ 5/1/97.....</p> <p>.....\$30,631</p> <p>Additional Bad Debt reserve for all payers.....\$699</p> <p>Additional A/P Accrual.....</p> <p>.....<u>\$1,500</u></p> <p>Goodwill Balance @ 6/30/97.....</p> <p>.....\$32,830</p> <p>C&L traced and agreed the 10/31/96 balance and the 6/30/97 balance to the amortization schedule. C&L examined the amortization schedule noting that the calculation appears to be reasonable.</p>

☐ Completed

Completed By:

Date:

Last Modified By: Anthony R. Carrabba
08/13/97 10:03:56 AM

Date:

☐ Reviewed


☐ Mark for Deletion

Modification History:

Anthony R. Carrabba

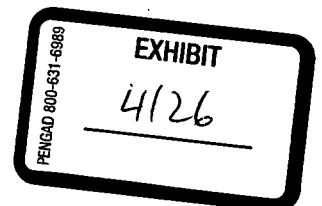
EXHIBIT 4126

AHERF
06/30/97

Working Paper Name: Parkview Opening Balance
Sheet Analysis
Working Paper Reference: 0026-301
Working Paper Type  Created in Notes

Account
Work Performed

A/R	
PP&E	
Prepaid Rent 2501 005	Per Sam Yanez, this \$2.5 million represents a deposit for the building. It will be refunded upon termination of the lease. C&L agreed the \$2.5 million to a copy of the lease (Page 15 paragraph F) noting no exceptions. 66-1
Accrued A/P 4102 000	Per Sam Yanez, this amount represents an accrual for transactions that did not make it into Parkview's A/P system at the time of the acquisition. Parkview was extremely backlogged with invoices that needed to be entered into the A/P system. This balance has decreased significantly due to converting Parkview's system over to the ESI system at AHERF.
Current Portion of LOC 4400 000	Per Sam Yanez, this Line of Credit was used by Parkview for everyday cash needs. Transactions were initiated daily to either borrow from or pay down the line of credit. This credit line was paid off in June.
Malp Liab. 5320 000	Per Sam Yanez, this amount was transferred to AHERF and taken off the books of Parkview, subsequent to the date of acquisition
L/T Loan - PCOM	Per Sam Yanez, this loan is the amount owed for the Purchase of Parkview from the Philadelphia College of Osteopathic



JD-HIPKISS CLASS
DISK

5509 150	Medicine. C&L traced and agreed amount to the amortization schedule and the imputed interest calculation. No exception noted.
Purchase Price Adjustments (Good will) 2501 900	<p>Net Loss before coming into SDN (10/31/96).....\$8,365</p> <p>Additional bad debt reserve for DV A/R.....\$8,000</p> <p>Net Loss from 10/31/96 - 4/30/97(prior to coming into AHERF.....\$10,625</p> <p>Purchase Price Adj @ 5/1/97.....</p> <p>.....\$16,365</p> <p>Additional Bad Debt reserve for all payers.....\$900</p> <p>Bad Debt reserve for Wise Choice Health Plan.....\$258</p> <p>Additional A/P Accrual.....</p> <p>.....\$1,500</p> <p>Goodwill Balance @ 6/30/97.....</p> <p>.....\$29,648^{66.1}</p> <p>C&L traced and agreed the 10/31/96 balance and the 6/30/97 balance to the amortization schedule. C&L examined the amortization schedule noting that the calculation appears to be reasonable.</p>

☐ Completed

Completed By:

Date:

Last Modified By:

 Anthony R. Carrabba
 08/11/97 06:04:01 PM

Date:

☐ Reviewed

☐ Mark for Deletion

Modification History:

Anthony R. Carrabba

EXHIBIT 4127

AHERF
06/30/97

Working Paper Name: Graduate Goodwill Entry
Working Paper Reference: 0026-801
Working Paper Type I: OLE, Prepared by Client

Graduate System Restructuring

☒ Completed

Completed By: Kristen Heinlein Date: 08/21/97 08:45:28 AM
Last Modified By: Christa L. Porter Date: 09/10/97 04:31:14 PM

☐ Reviewer

Christa L. Porter

☐ Mark for Deletion

Modification History:

Christa L. Porter
Kristen Heinlein
Anthony R. Carrabba
Dana Bleckman



CL 013232

Graduate System Restructuring
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05-Oct-98

Description Acct. Nos.	Other 2501900	10/31 2501900	04/30 2501900	Total 2501900	10/31 2501901	04/30 2501901	Total 2501901	6205001	6011101	Other	Other G/L	Check
GRADUATE												
Adjustment to other LT assets (2,009,000) A				(2,009,000)					2,009,000			0
Record bad debt allowance		20,000,000 B		20,000,000						(20,000,000)	1,420,240	0
Technology & for-profit (L/T)		7,200,000 C		7,200,000						(7,200,000)	3,205,313	0
Estimate of AMS runout		5,000,000 D		5,000,000				(5,000,000)				0
Technology & for-profit - paid		4,400,000 C		4,400,000						(4,400,000)	1,001,100	0
Technology & for-profit (S/T)		2,400,000 C		2,400,000						(2,400,000)	4,205,313	0
Capitalize Negative Equity			21,864,845 E	21,864,845					(21,864,845)			0
Contingent Liab. Reserve			5,000,000 F	5,000,000				(5,000,000)				0
Transfer of SSMOS			2,109,271	2,109,271						(2,109,271)		0
Discount GHS Note Rec.			1,758,053	1,758,053						(1,758,053)	2,001,121	0
Additional WC Liability			1,300,000 I	1,300,000						(1,300,000)		0
Correct Grant Activity			348,553 P	348,553						(348,553)		0
Adj. Physician Reserves			300,708 J	300,708						(300,708)		0
GHS receivable (S/T)				0					(5,000,000) H	5,000,000	1,390,991	0
GHS cash received				0					(10,000,000) H	10,000,000	2,001,100	0
GHS receivable (L/T)				0					(10,000,000) H	10,000,000	2,001,120	0
Adjustment to PP&E balances				0					88,608,000	(88,608,000)	2,310,990	0
	<u>(2,009,000)</u>	<u>39,000,000</u>	<u>32,881,430</u>	<u>69,872,430</u>	<u>66.1</u>			<u>(10,000,000)</u>	<u>43,752,155</u>	<u>(103,424,585)</u>		<u>0</u>
Amortization												
Nov 96					(92,857) 1		(92,857) 1			92,857	8,501,900	0
Dec 96					(92,857) 1		(92,857) 1			92,857	8,501,900	0
Jan 97			SUM 1 =	(898,482) 66.	(92,857) 1		(92,857) 1			92,857	8,501,900	(898,482)
Feb 97					(92,857) 1		(92,857) 1			92,857	8,501,900	0
Mar 97					(92,857) 1		(92,857) 1			92,857	8,501,900	0
Apr 97					(92,857) 1		(92,857) 1			92,857	8,501,900	0
May 97					(92,857) 1		(92,857) 1			92,857	8,501,900	0
Jun 97					(92,857) 1	(77,813) 1	(170,670) 1			170,670	8,501,900	0
FY 1998 - 2031					(92,857) 1	(77,813) 1	(170,670) 1			170,670	8,501,900	0
Jul 2031					(92,857)	(77,813)	(170,670)			170,670	8,501,900	0
Aug 2031					(92,857)	(77,813)	(170,670)			170,670	8,501,900	0
Sep 2031					(92,857)	(77,813)	(170,670)			170,670	8,501,900	0
Oct 2031					(92,857)	(77,813)	(170,670)			170,670	8,501,900	0
Nov 2031					(92,857)	(77,813)	(170,670)			170,670	8,501,900	0
Dec 2031					(92,857)	(77,813)	(170,670)			170,670	8,501,900	0
Jan 2032					(92,857)	(77,813)	(170,670)			170,670	8,501,900	0
Feb 2032					(92,857)	(77,813)	(170,670)			170,670	8,501,900	0
Mar 2032					(92,857)	(77,813)	(170,670)			170,670	8,501,900	0
Apr 2032					(92,857)	(77,813)	(170,670)			170,670	8,501,900	0
					<u>(77,783)</u>	<u>(77,783)</u>	<u>(155,566)</u>			<u>155,566</u>	<u>8,501,900</u>	<u>0</u>
					<u>(19,000,000)</u>	<u>(32,881,430)</u>	<u>(71,881,430)</u>			<u>71,881,430</u>		<u>(898,482)</u>

Graduate System Restructuring
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Description	Other 2501900	10/31 2501900	04/30 2501900	Total 2501900	10/31 2501901	04/30 2501901	Total 2501901	4205001	6011101	Other	Other GL #	Check
Mt. SINAI												
Adjustment to other LT assets		19,663,000 A		19,663,000					(19,663,000)			0
Write-down of PP&E		12,730,033 N		12,730,033						(12,730,033)	2,310,910	0
Record bad debt allowance		5,000,000 B		5,000,000						(5,000,000)	1,420,140	0
Estimate of shutdown		3,000,000 K		3,000,000				(3,000,000)				0
Record CRA liability		2,899,813 L		2,899,813						(2,899,813)	1,240,197	0
Estimate of AMS runout		1,500,000 D		1,500,000				(1,500,000)				0
Capitalize Negative Equity			5,729,904 E	5,729,904					(5,729,904)			0
Severance Liability			5,500,000 M	5,500,000				(5,500,000)				0
Contingent Liab Reserve			2,000,000 F	2,000,000				(2,000,000)				0
Adjustment to PP&E balances				0					(10,684,000)	10,684,000	2,310,950	0
	0	44,992,846	13,229,904	57,622,750	66.1			(12,000,000)	(36,076,904)	(9,745,846)		0
Nov 96												
			SUM 1 =	(912,384)	(106,173)		(106,173) 1			106,173	8,501,900	(912,384)
Dec 96			66.1	(886,194)	(106,173)		(106,173) 1			106,173	8,501,900	(886,194)
Jan 97			Difference	(26,190)	(106,173)		(106,173) 1			106,173	8,501,900	(26,190)
Feb 97					(106,173)		(106,173) 1			106,173	8,501,900	0
Mar 97					(106,173)		(106,173) 1			106,173	8,501,900	0
Apr 97					(106,173)		(106,173) 1			106,173	8,501,900	0
May 97					(106,173)	(31,500)	(137,673) 1			137,673	8,501,900	0
Jun 97					(106,173)	(31,500)	(137,673) 1			137,673	8,501,900	0
FY 1998 - 2031				(43,318,584)	(12,852,000)	(56,170,584)				56,170,584	8,501,900	0
Jul 2031					(106,173)	(31,500)	(137,673)			137,673	8,501,900	0
Aug 2031					(106,173)	(31,500)	(137,673)			137,673	8,501,900	0
Sep 2031					(106,173)	(31,500)	(137,673)			137,673	8,501,900	0
Oct 2031					(106,359)	(31,500)	(137,859)			137,859	8,501,900	0
Nov 2031						(31,500)	(31,500)			31,500	8,501,900	0
Dec 2031						(31,500)	(31,500)			31,500	8,501,900	0
Jan 2032						(31,500)	(31,500)			31,500	8,501,900	0
Feb 2032						(31,500)	(31,500)			31,500	8,501,900	0
Mar 2032						(31,500)	(31,500)			31,500	8,501,900	0
Apr 2032						(30,433)	(30,433)			30,433	8,501,900	0
				(44,592,846)	(13,228,933)	(57,821,779)				57,821,779		(1,824,768)

CL 013234

Graduate System Restructuring
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 14-Oct-98

Description	Other 2501900	10/31 2501900	04/30 2501900	Total 2501900	10/31 2501901	04/30 2501901	Total 2501901	2055001	6011101	Other	Other G/L
RANCOAS											
Adjustment to other L/T assets	(669,000) A			(669,000)					669,000		
Record bad debt allowance		9,000,000 B		9,000,000						(9,000,000)	1,420,140
Writedown of PP&E		4,000,000 C		4,000,000						(4,000,000)	2,310,910
Estimate of AMS runoff		2,000,000 D		2,000,000				(2,000,000)			
Estimate of shutdown		1,000,000 E		1,000,000				(1,000,000)			
Contingent Liab. Reserve			3,000,000 F	3,000,000				(3,000,000)			
Capitalize Negative Equity			1,281,525 G	1,281,525					(1,281,525)		
Adjustment to PP&E balances				0					6,643,000	(6,643,000)	2,310,950
	(669,000)	16,000,000	4,281,525	19,812,525	66,1			(6,000,000)	6,030,475	(19,643,000)	
Jan 97					(38,095) 1		(38,095)			38,095	8,501,900
Feb 97					(38,095) 1		(38,095)			38,095	8,501,900
Mar 97			SUM 1 =	(248,958)	(38,095) 1		(38,095)			38,095	8,501,900
Apr 97					(38,095) 1		(38,095)			38,095	8,501,900
May 97					(38,095)	(10,194)	(48,289)			48,289	8,501,900
Jun 97					(38,095)	(10,194)	(48,289)			48,289	8,501,900
Jul 97					(38,095)	(10,194)	(48,289)			48,289	8,501,900
Aug 97					(38,095)	(10,194)	(48,289)			48,289	8,501,900
Sep 97					(38,095)	(10,194)	(48,289)			48,289	8,501,900
Oct 97					(38,095)	(10,194)	(48,289)			48,289	8,501,900
Nov 97					(38,095)	(10,194)	(48,289)			48,289	8,501,900
Dec 97					(38,095)	(10,194)	(48,289)			48,289	8,501,900
FY 1998 - 2031					(15,542,860)	(4,159,152)	(19,702,012)			19,702,012	8,501,900
Jan 2032						(10,194)	(10,194)			10,194	8,501,900
Feb 2032						(10,194)	(10,194)			10,194	8,501,900
Mar 2032						(10,194)	(10,194)			10,194	8,501,900
Apr 2032						(10,239)	(10,239)			10,239	8,501,900
					(16,000,000)	(4,281,525)	(20,281,525)			20,281,525	

CL 013235